



MALTA

CCT 227/23/S

Ernest Galea

VS

Adore More Ltd.

Today 22 of September, 2026.

The Tribunal took cognizance of the request by Ernest Galea, filed on the 11th of December 2023, and the reply of Adore More Ltd. filed on the 26th of January 2024.

Examined the presented documents and heard all the parties and their witnesses.

Considered

That plaintiff is suing defendant company for *inter alia*, defective works, and for compensation for distress and inconvenience.

According to defendant company, the plaintiff did not give them time to remedy the situation and went straight to institute proceedings in front of this Tribunal.

That it is very clear from the evidence tendered in front of this Tribunal, that plaintiff was happy and satisfied with the windows as installed, but the only thing was that eventually he realized that there was not enough room for nets to be installed.

That it is to be emphasized that the sales order number 005092 and dated 10th of March 2022 indicates, "*outside recess, leaving space for nets*".

That this was the problem in that the installers, representatives of defendant company, did not leave space for the nets to be eventually installed and so this led to this case because plaintiffs had to make do in order to install nets which however were different from those intended.

That it is very clear that defendant company took a long time in order to address this problem, and it is the sole responsibility of defendant company that parties are in the present situation, as

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this could have been easily resolved as soon as the windows were installed, and it was the responsibility of defendant company to install windows and to leave enough space for the eventual nets to be installed according to the plaintiff's wishes.

That plaintiffs emphasize that the doors were of good quality, and they were satisfied with them. That as per final statement of plaintiff, the current situation indicates that in order for the problem to be fully solved, one has to move every door which was installed and move the nets inwards on the three floors where they have been fitted and probably replace new balcony tiles as defendant company had drilled holes into them to fix the nets as per photos attached.

That a long time has passed for such a scenario to take place and in a sense, plaintiffs had to insist that the doors be taken off as soon as they noticed that there was no space for the nets to be installed.

That in the circumstances compensation needs to be paid by defendant company to make good for the lack of thought and a certain degree of workmanship which is not to be expected for the amount of money paid for such an installation.

Decide

Consequently, for the above-mentioned reasons and in the circumstances of this case and after examining Chapter 378 of the Laws of Malta, this Tribunal decides to accept plaintiff's claims in part and rejects the plea submitted by defendant company and orders defendant company to pay plaintiff the sum of One Thousand and Eight Hundred Euros (€1,800), established *ex aequo et bono* by this Tribunal.

All expenses relating to this case are to be borne by defendant company.

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Richard Sladden Av.
Arbiter